

# **WILDLAND FIRE PROTECTION FOR LOCAL RESPONSIBILITY AREA**

**8556**

(No. 128 December 2015)

## **BACKGROUND AND AUTHORITY**

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection. Local agencies have the responsibility for protection of life and property and the STATE has the ability to provide wildland fire protection for State Responsibility Areas.

Historically, annexations by cities have generally stayed close to the urban services line. In recent years however, cities have annexed wildland areas in order to control growth, increase the taxing area to offset a shrinking tax base, meet open space requirements, and/or other reasons.

When incorporated cities expand their boundaries, they may include land designated as State Responsibility Area (SRA). Public Resources Code §4127 excludes land within the perimeter boundaries of any incorporated city from being classified as SRA. Even though newly incorporated land may no longer be SRA, it still may retain all or some of the characteristics of SRA.

Some cities may have incorporated wildland areas before there were SRA designations. These wildland areas may be adjacent to existing SRA and possess all or some of the characteristics of SRA. Additionally, there may be some non-adjacent wildland areas (islands) within cities which possess identical characteristics.

CAL FIRE responds to such areas in order to suppress fires while they are small, to protect SRA lands by keeping fires from reaching SRA, and to keep State costs to a minimum. Such responses have been at CAL FIRE's discretion and with no reimbursement.

When local agencies request assistance through State Master Mutual Aid (Government Code (GC) §8550) the State responds with little or no opportunity to recover costs. By entering into agreements, CAL FIRE increases its ability to recover costs. In addition CAL FIRE can pursue aggressive investigations and cost recovery, above what the local agency would normally do.

Unified Command is another factor that benefits the State's interests by significantly reducing the potential of Emergency Fund expenditures. By virtue of the agreement, CAL FIRE has a principal role in directing, ordering, and controlling resources utilized for the fire. Tactics and strategy are jointly determined. Although the agreement area is local responsibility, the agreement makes it CAL FIRE direct protection and notification of the fire to CAL FIRE is immediate.

CAL FIRE has fire protection agreements with local and federal government for protecting LRA or federal lands that are adjacent to CAL FIRE Direct Protection Area. Authority for the agreements is contained in PRC §§4141, 4142. Reasons for these agreements include:

- Proximity to SRA.
- More cost effective for local government fire protection
- Opportunities for fire prevention.
- Unified command.
- Timely notification of fires threatening SRA
- Provides the benefits of integrated fire protection.

## **DEPARTMENT POLICY**

**8556.1**

(No. 128 December 2015)

CAL FIRE unit chiefs may negotiate fire protection agreements with incorporated cities and other local agencies pursuant to Public Resources Code §4142 to provide wildland fire protection for appropriate lands within local agencies under the following conditions:

- The agreement has been approved by the Department of Finance and the appropriate Local Area Formation Commission pursuant to GC §56134.
- No additional permanent personnel are needed.
- The land generally meets Board of Forestry and Fire Protection criteria (other than the incorporated city standard).
- Any area protected under agreement with a local agency which is not adjacent to SRA must be within a reasonable response time for CAL FIRE resources.
- Fire protection for adjacent LRA will be consistent with the level provided by CAL FIRE in the adjacent SRA. Fire protection for nonadjacent LRA (islands) will be limited to the initial attack resources specified in the pre-planned wildland response.
- Any augmentation above the fire protection level provided by CAL FIRE will require justification that the adjacent CAL FIRE direct protection area is threatened.
- CAL FIRE will provide wildland fire protection; the local agency must continue to provide structural fire protection.
- CAL FIRE response will be subject to availability of resources.

- Operating Plans will be mutually prepared and approved by the CAL FIRE unit and the city or local agency providing fire protection for the city.
- The rate per acre will not be modified for any reason including time periods of less than a year.
- Reimbursement authority and any necessary personnel authority will be a part of the department's overall Schedule A authority. As such, any planned agreements or changes in existing agreements must be reported as part of the Unit Schedule A five year plans.

## **FIRE PROTECTION COST (Rate Determination)**

**8556.2**

(No. 49 December 2005)

The agreement amount will be based upon the acres of LRA protected. Each year, the Cooperative Fire Section office will work with the Budget Office to develop a statewide cost per acre rate.

The amount shown in the Wildland Rate Calculation Spreadsheet as Emergency Fund Reimbursement will be considered a General Fund revenue. The remainder of the per acre amount will be returned to either the Region or Unit charged with the agreement for operational costs. The standard administrative fee will be retained at Headquarters. Reimbursements to the Unit will be scheduled by Headquarters according to a budget plan from the Unit and approved by Fire Protection.

If the local agency requests a higher protection level, a Local Government Fire Protection Agreement will be prepared.

## **FIRE PROTECTION AGREEMENT**

**8556.3**

(No. 49 December 2004)

Agreements may have a term of up to 3 years, but must be amended as necessary to reflect changes. In instances where the local agency receives its structural fire protection from another local agency, such as a city protected by a fire protection district, language will be included in the agreement to reflect this. The agreement will become a three party agreement between the local agency, the local agency providing the structural fire protection, and CDF. Authorizing resolutions from the governing body of the local agency providing structural fire protection will also be required.

## **DISTRIBUTION OF REVENUES**

**8556.4**

(No. 49 December 2005)

The allocation of collected revenue from these agreements will be in three areas:

1. General Fund to cover E-Fund expenditures.
2. Unit budgets
3. Administrative costs

## **CONTRACT ADMINISTRATION**

**8556.5**

(No. 49 December 2005)

The operating plan will be a local working document that is developed between the various local government agencies and the appropriate Unit and shall be "Exhibit S" to the Agreement for Protection of Wildlands within Local Agency. It shall be forwarded with the agreement to the Deputy Director for Fire Protection following signature by the appropriate Assistant Deputy Director of Operations, the unit chief, and the designated Chief Fire Officer of the local government agency.

The plan should contain the following information and should follow the same format as this outline.

### **Operating Plan Outline:**

1. Identification of the CDF Unit and local government agency involved.
2. Authority for plan - quote Cooperative Wildland Fire Protection
3. Purpose of plan - narrative
4. Definitions and Restrictions
5. Procedures:
  - a. Fire Protection Responsibilities
  - b. Agreement Protection Area(s)
  - c. Mutual Aid Dispatch Areas by Dispatch Levels
  - d. Special considerations (park areas, research natural areas, archeological sites, road less areas, or other areas identified in land management planning documents or otherwise requiring special procedures).
  - e. Repair/Liabilities of Suppression Damage
6. Fire Protection organization including prevention, detection, ground and air attack units, supervisory personnel and other cooperating agencies.

- a. Kind (by ICS type)
  - b. Location
  - c. Anticipated Deployment Period
  - d. Staffing Level
  - e. Narrative of Organizational Changes from previous year, whether temporary or permanent.
7. Map (s)
  - a. Agreement Area Boundary
  - b. Fire Protection Organization by agency and location (if local agency, so indicate)
  - c. Special Management Consideration Areas
8. Operational Procedures
  - a. Fire Reporting
  - b. Determination of Initial Attack Dispatch Levels
  - c. Fires in the agreement area; including Unified Command and Cost Sharing
9. Resource Ordering
10. Fire Information
  - a. Unified Command
11. General Procedures. How to Handle:
  - a. Periodic Reviews
  - b. Updating of Plans
  - c. Public Information
  - d. Changes During Year (due to budget cuts, etc.)
12. Administrative Listings
  - a. California Department of Forestry and Fire Protection
  - b. Local Agency
13. Fire Prevention Plan: the Prevention Plan should be completed as a component of the Operating Plan and should contain the following information:
  - Overview
  - Policy
  - Responsibility
  - Existing and Projected Demand
  - Objectives

## **Fire Prevention Plan Outline:**

1. Recommended Action
  - a. Public Education
  - b. Code Enforcement
  - c. Area Involvement
2. Fuel Modification
3. Burn Permit Administration
4. Monitoring and Evaluation
5. Public Information Program
6. Protection/.Planning Issues
7. Hazard Reduction Inspections
8. Burning Permit Procedures
  - a. Responsibility
  - b. Issuance
  - c. Suspension of Permit Procedures
  - d. b. Information
  - e. Education - local Educational Programs
  - f. Engineering
    - 4291
    - Fire Safe Planning
    - 4290
    - Railroads and Utilities
  - g. Enforcement
    - Burning and Campfire Permits (if any)
    - Restrictions and Closures
    - Fire Investigations
  - h. Inspection-Program(s)

## **USE OF FUNDS**

(No. 49 December 2004)

## **8556.5.2**

Revenues derived from LRA Wildland Fire Protection agreements will be allocated according to a budget plan prepared by the Unit and included in the agreement package.

The standard CDF administrative charge will be allocated to Headquarters Management Services-to offset the cost of system-wide support services.

The Emergency Fund proportion will be allocated to offset unallocated General Fund emergency expenditures.

The remainder of the funds will be allocated back to the Unit as either temporary help personnel services (PS) or operating expenses and equipment (OE&E) funds according to the approved budget plan.

No funds from LRA Wildland Agreements may be used to establish additional permanent positions or purchase controlled property items.

## **ANNUAL REPORT**

**8556.5.3**

(No. 49 December 2005)

An "Annual Report" shall be completed within appropriate time frames to become an attachment to the amendment or renewal agreement, if applicable, but no later than sixty days after the close of the fiscal year. The report will provide a continual evaluation of the appropriateness of the agreement in conformance with Department policy. In addition the report will summarize the past year's activities within the agreement area by number of fires, acres burned, cost, and any other activities funded by the agreement. The report shall be prepared for the Area Chief's and local agency's review with a copy forwarded to Fire Protection.

In the event an agreement is not renewed, a final report shall be prepared summarizing all activities associated with the agreement, along with a statement of non-renewal.

**FORMS AND/OR FORMS SAMPLES: RETURN TO ISSUANCE HOME PAGE FOR FORMS/FORMS SAMPLES SITE LINK.**

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